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November 9, 1982

Mr. Jean Paul Pfister
Baker Properties
485 Washington Avenue
Pleasantville, NY 10570

Re: ISC Properties, Inc. to Baker Firestone, Inc.

Dear Jean:

Enclosed is a copy of the lease between Geringer Realty Corp. and Lightron Corporation dated the first day of February, 1973, and copies of the first and second mortgages on the subject premises.

Cordially,



EDWARD I. KRAMER

EIK:km

Encs.

BY EXPRESS MAIL

BCLP00481

6/18/74

LEASE AGREEMENT

THIS LEASE, made and entered into by and between GERINGER REALTY CORP., c/o ADOLPH AXELRAD, ESQ., 475 Fifth Avenue, New York City, New York (hereinafter referred to as the "Landlord"), and LIGHTRON CORPORATION, a Delaware corporation, having its principal offices at 410 Jericho Turnpike, Jericho, New York (hereinafter referred to as the "Tenant").

W I T N E S S E T H :

1. Premises and Term. In consideration of the obligation of the Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to the Tenant, and Tenant hereby takes from Landlord that certain premises located at and about Furnace Dock Road, Town of Cortlandt, County of Westchester and State of New York, more particularly described in EXHIBITS "A-1" and "A-2" annexed hereto and made a part hereof, together with all rights, privileges, easements, appurtenances and immunities belonging to or in any way pertaining to the said premises and together with the buildings and other improvements erected upon said premises (the said real property and the buildings and improvements thereon being hereinafter collectively referred to as the "Leased Premises" and/or the "Premises").

TO HAVE AND TO HOLD the same for a term of FIFTEEN (15) YEARS, and ELEVEN (11) MONTHS beginning February 1, 1973 and ending December 31, 1988, unless sooner terminated as hereinafter provided.

2. Rent.

(A) Tenant agrees to pay the Landlord rent for the entire term hereof for the Leased Premises at the rate of \$12,425 per month. Such rent shall be paid to the Landlord in advance on the first day of each month during the term of this Lease.

(B) The Tenant also agrees to pay to the Landlord as additional rent amounts equal to real property taxes and assessments, both ordinary and extraordinary, and water, whether by meter or otherwise, as and when the same are payable by the Landlord for the periods covered by the term hereof with respect to the Leased Premises.

(C) The Tenant shall make the foregoing payments within twenty (20) days after receipt of an invoice from the Landlord accompanied by the official tax bill and water bill therefor.

3. Use. The Leased Premises shall be used for the purposes of manufacturing, receiving, shipping, storing and selling of lamps, lighting fixtures and any other different lawful purpose. Tenant shall comply with

all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in, upon or connected with the Premises, all at the Tenant's sole expense.

4. Building. Landlord covenants, represents and warrants that the New Building recently constructed on the premises described in EXHIBIT "A-2" (the "New Building"), and other improvements erected therein or thereon shall comply with all applicable governmental laws, ordinances, regulations and other requirements governing construction of the same. Landlord further covenants, represents and warrants that the New Building and other improvements erected therein and thereon are zoned for manufacturing, receiving, shipping, storing and selling of lamps, lighting fixtures and related items.

5. INTENTIONALLY OMITTED

6. Landlord's Repairs. Landlord shall at his expense maintain the structural soundness of the floors, roof, foundation, exterior and interior columns and exterior walls of the Premises in good repair, reasonable wear and tear excepted. Tenant shall repair and pay for any damage caused by the negligence of Tenant, or Tenant's employees, agents or invitees, or caused by Tenant's default hereunder. The term "walls" as used herein shall not include windows, glass or plate glass, doors or special store fronts. Tenant shall immediately give Landlord written notice of defect or need for repairs, after which Landlord shall have reasonable opportunity to repair same or cure such defect. Landlord's liability hereunder shall be limited to the cost of such repairs or curing such defect.

7. Tenant's Repairs. Subject to the provisions of Paragraph "6", Tenant shall at its own cost and expense keep all other parts of the Leased Premises in good repair and condition, including, but not limited to, floors, roof, windows, glass and plate glass, doors, any special store front, interior and exterior walls and finish work, floor and floor covering, elevators and equipment thereof, gutters, heating and air-conditioning systems, dock boards, boilers, pipes, plumbing work and fixtures, electrical fittings, wirings and equipment thereof, and shall take good care of the Premises and its fixtures and suffer no waste. Tenant shall at its own cost and expense care for and will keep the parking areas, driveways and alleys and the whole of the Premises in a clean and sanitary condition. Tenant shall not be obligated to repair any damage caused by fire, tornado or other casualty covered by items set forth under the extended coverage provisions of the fire insurance policy referred to in Paragraph "13." If there now is or shall be installed in said Premises a "sprinkler system" Tenant agrees to keep the appliances thereto in the Leased Premises in repair and good working condition, and if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the State or local government

requires or recommends that any changes, modifications, alterations or additional sprinkler heads or other equipment be made or supplied by reason of the Tenant's business, or the location of partitions, trade fixtures, or other contents of the Leased Premises, or if such changes, modifications, alterations, additional sprinkler heads or other equipment in the Leased Premises are necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate as fixed by said Exchange, or by any Fire Insurance Company, Tenant will at Tenant's own expense, promptly make and supply such changes, modifications, alterations, additional sprinkler heads or other equipment. As additional rent hereunder Tenant will pay to Landlord, annually in advance, throughout the term the entire contract price for sprinkler supervisory service.

8. Alterations. Tenant may, without the consent of Landlord, but at its own cost and expense and in a good workmanlike manner make such alterations, additions or improvements or erect, remove or alter such partitions, or erect such shelves, bins, machinery and trade fixtures as it may deem advisable, without altering the basic character of the building or improvements and without overloading or damaging such building or improvements, and in each case complying with all applicable governmental laws, ordinances, regulations and other requirements. At the termination of this Lease, Tenant shall, if Landlord so elects, remove all alterations, additions, improvements and partitions erected by Tenant and restore the Leased Premises to their original condition; otherwise such improvements shall be delivered up to the Landlord with the Leased Premises. All shelves, bins, machinery and trade fixtures installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be removed if required by Landlord. All such removals and restoration shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the buildings and other improvements situated on the Leased Premises.

9. Signs. Tenant at its' expense, shall have the right to install signs upon the exterior of said buildings only when first approved in writing by Landlord and subject to any applicable governmental laws, ordinances, regulations and other requirements. Tenant shall remove all such signs at the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the building and other improvements.

10. Inspection. Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Leased Premises at any time during reasonable business hours, for the purpose of ascertaining the condition of the Leased Premises or in order to make such repairs as may be required to be made by Landlord under the terms of this Lease. During the period that is six (6) months prior to the end of the term hereof, Landlord and Landlord's agents and representatives shall have the right to enter the Leased Premises at any time during reasonable business hours for the purpose of showing the Leased Premises to prospective tenants or purchasers

and shall have the right to erect on the Leased Premises a suitable sign indicating that the Leased Premises are for sale or lease.

11. Utilities. Tenant agrees to provide at its cost water, electricity, fuel and telephone service connections into the Leased Premises; but Tenant shall promptly pay all charges incurred for any utility services and fuel used on or from the Leased Premises and any maintenance charges for utilities and shall furnish all electric light bulbs and tubes. Tenant shall bear the entire cost and expense of providing heat, hot water, janitor service, watchmen, garbage removal, gas, electricity, other fuel or fuels, cleaning and/or repair of any septic tanks and cesspools exclusively apurtenant to the Leased Premises; and if Tenant fails so to do the same, such cost and expense may be paid and discharged by Landlord and shall be recoverable by Landlord as additional rent. Landlord shall in no event be liable for any interruption or failure of utility services on the Leased Premises.

12. Assignment and Subletting. Tenant shall not have the right to assign this Lease or to sublet the whole or any part of the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld by Landlord; notwithstanding any permitted assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent and additional rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an "event of default" as hereinafter defined, if the Leased Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided, or provided by law, may at its option collect directly from such assignee or subtenant all rents becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to it by Tenant hereunder, and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of its obligations hereunder. Landlord shall have the right to assign any of its rights under this Lease. Notwithstanding anything in this Lease to the contrary, Tenant shall not be required to obtain any consent of Landlord with respect to subletting or assigning the whole or any part of the Leased Premises if such assignee or sublessee is a subsidiary or affiliate of Tenant or Instrument Systems Corporation, but no such subletting or assigning shall be construed to release Tenant from the performance of its obligations hereunder. Even though Landlord shall consent to an assignment hereof, no further assignment shall be made without express consent in writing by Landlord.

13. Fire and Casualty Damage - Insurance.

13.1 (A) If the buildings situated on the Premises should be damaged or destroyed by fire, tornado, or other casualty, Tenant shall give immediate written notice thereof to Landlord.

(B) If the Premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants,

employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs shall be made shall be apportioned according to the part of the Premises which is usable by Tenant. But if such partial damage is due to the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles," or any other cause beyond Landlord's control. If the Premises are totally damaged or are rendered wholly untenable by fire or other cause, and if Landlord shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision and thereupon the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord. If Tenant shall not be in default under this Lease, then, upon the termination of this Lease under the conditions provided for in the sentence immediately preceding, Tenant's liability for rent shall cease as of the day following the casualty. Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provisions of this Article shall govern and control in lieu thereof. If the damage or destruction be due to the fault or neglect of Tenant the debris shall be removed by, and at the expense of, Tenant.

13.2 (A) Tenant shall at Tenant's expense, maintain in effect the following policy or policies of insurance.

Insurance covering the Leased Premises, including the New Building, providing protection against any peril included in the classification "Fire and Extended Coverage", together with insurance against vandalism and malicious mischief. Such insurance shall be in amounts equal to the extent of the full insurable value of the Leased Premises (including the New Building) and shall be for the benefit of the Landlord or his mortgagee to the extent of their interest, subject to the provisions governing the use of the proceeds of such insurance as provided for in Paragraph 13.1.

(B) The insurance required of the Tenant hereunder shall be in companies rated A plus AAA or better in "Best's Insurance Guide" and Tenant shall deliver to Landlord certificates certified by the insurer evidencing the existence of amounts of insurance with loss payable clauses satisfactory to Landlord. No such policy shall be cancellable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to Landlord.

(C) If Tenant fails to comply with the terms of this paragraph, then Landlord may obtain such policies and add the cost thereof as additional rent.

13.3 Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as any such releases shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Each of Landlord and Tenant agree that they will request their insurance carriers to include in its policies clauses or endorsements to the effect that any such release shall not adversely affect or impair such policies or prejudice the rights of the releasor thereunder. If extra cost shall be charged therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

14. Liability. Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Leased Premises, caused by the negligence or misconduct of Tenant, its agents, servants or employees, or of any other person entering upon the Leased Premises under express or implied invitation of Tenant, or caused by the buildings and improvements located on the Leased Premises becoming out of repair, or caused by leakage of gas, oil, water or steam or by electricity emanating from the premises, or due to any cause whatsoever, and Tenant agrees to indemnify Landlord and hold it harmless from any loss, expense or claims, including attorneys' fees, arising out of any such damage or injury; except that any injury to person or damage to property caused by the negligence of Landlord or by the failure of Landlord to repair and maintain that part of the Leased Premises which Landlord is obligated to repair and maintain after the receipt of written notice from Tenant of needed repairs or of defects shall be the liability of Landlord and not of Tenant, and Landlord agrees to indemnify Tenant and hold it harmless from any and all loss, expense or claims, including attorneys' fees, arising out of such damage or injury. Tenant shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Leased Premises, or by the condition of the Leased Premises, the limits of such policy or policies to be in an amount not less than \$500,000 in respect of injuries to or death of any one person, and in an amount not less than \$2,000,000 in respect of any one accident or disaster, and in an amount not less than \$75,000 in respect of property damaged or destroyed, and to be written by insurance companies qualified to do business in the state in which the Leased Premises are located. Such policies or duly executed certificates of insurance shall be promptly delivered to Landlord and renewals thereof as required shall be delivered to Landlord at least ten (10) days prior to the expiration of the respective policy terms. If Tenant fails to comply with the terms of this paragraph, then Landlord may obtain such policies and add the cost thereof as additional rent.

15. Condemnation.

(A) If the whole or any substantial part of the Leased Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Leased Premises shall occur.

(B) If less than a substantial part of the Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, this Lease shall not terminate, but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances.

(C) In either of the events described in Paragraphs "15(A)" and "(B)" the Landlord shall be entitled to the entire award and damages, both for fee and rental, and shall be entitled to conduct the condemnation proceedings in its own interest, and Tenant shall execute such assignment, transfer, release and/or other instruments as may by Landlord deemed to be necessary to enable Landlord to conduct such proceedings in its own name and interest, and receive and collect the entire award.

16. Waste. Quiet Conduct. The Tenant shall not commit, or suffer to be committed, any waste upon the said Premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the buildings or shed in which the Leased Premises may be located.

17. Quiet Enjoyment. The Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease, and to the mortgages herein mentioned, so long as Landlord retains title to the Premises.

18. Events of Default. The following events shall be deemed to be events of default by Tenant under this Lease:

(A) Tenant shall fail to pay any installment of the rent or additional rent reserved when due, and such failure shall continue for a period of ~~five (5) days after mailing to Tenant of written notice of such failure to pay.~~

(B) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(C) Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant hereunder.

(D) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

(E) Tenant shall desert or vacate any substantial portion of the Leased Premises.

(F) Tenant shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Paragraph "18"), and shall not cure such failure within thirty (30) days after mailing of written notice thereof to Tenant.

19. Remedies. Upon the occurrence of any of such events of default described in Paragraph "18" hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(A) Terminate this Lease, in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to so do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying such Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.

(B) Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying such Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor, and relet the Leased Premises and receive the rent therefor, and Tenant agrees to pay the Landlord on demand any deficiency that may arise by reason of such reletting. Landlord may rent the Premises for a term extending beyond the term hereby granted without releasing Tenant from any liability.

(C) Enter upon the Leased Premises by force, if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of Landlord or otherwise.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, whether by summary dispossessions proceedings, or by any other suitable action or proceeding at law, nor shall pursuit of any remedy herein provided

constitute a forfeiture or waiver of any rent or additional rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorneys' fees. No act or thing done by Landlord or its agents during the term hereby granted shall be deemed an acceptance of the surrender of the Leased Premises, and no agreement to accept a surrender of said Leased Premises shall be valid unless in writing signed by Landlord. The receipt by Landlord of rent with knowledge of the breach of any covenant or other provision contained in this Lease shall not be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained herein.

(D) If payments required in this Lease to be made by Tenant as additional rent shall not be made as and when herein agreed to be made, Landlord may at its option pay same and add such payment to any subsequent installment of rent to become due, and all the rights and remedies of Landlord in case of default in payment of rent shall be applicable to the default in payment of additional rent.

(E) In the event that the term of this Lease shall expire as herein provided, excepting by lapse of time, or terminate by summary proceedings or otherwise, and if Landlord shall not relet the Leased Premises for Landlord's own account, then whether or not the Premises be relet, Tenant shall remain liable for, and Tenant agrees to pay Landlord, until the time when this Lease would have expired but for such termination or expiration, the equivalent of the amount of all of the rent and additional rent reserved herein, less the net avails of reletting, if any, and the same shall be due and payable by Tenant to Landlord on the several rent days above specified, that is, upon each of such rent days Tenant shall pay Landlord the amount of deficiency then existing. Tenant expressly waives any and all right of redemption in case Tenant shall be dispossessed by judgment or warrant of any court or judge, and Tenant waives and will waive all right to trial by jury in any summary proceedings instituted by Landlord in respect to the Leased Premises. In any summary proceedings Tenant waives and will waive the right to interpose any counterclaim of whatever nature or description, and shall be required to bring such claim, if any, in a separate proceeding.

20. Mortgages. Tenant accepts this Lease subject and subordinate to any mortgage(s) and/or deed(s) of trust now or at any time hereafter constituting a lien or charge upon the Leased Premises or the improvements situated thereon. Tenant shall at any time hereafter on reasonable request execute any instruments, releases or other documents which may be required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage. With respect to any mortgage(s) and/or deed(s) of trust at any time hereafter created which constitute a lien or charge upon the Leased Premises or the improvements situated thereon, Landlord at its sole option shall have the right to waive the applicability of this Paragraph 20 so that this Lease would not be subject and subordinate to such mortgage(s) or the deed(s) of trust.

21. Landlord's Default. In the event the Landlord should become in default in any payments due on any such mortgage described in Paragraph 20 hereof or in the payment of taxes or any other items which might become a lien upon the Leased Premises and which the Tenant is not obligated to pay under the terms and provisions of this Lease, the Tenant is authorized and empowered, after giving the Landlord twenty (20) days' prior written notice of such default and the Landlord fails to cure such default, to pay any such items for and on behalf of the Landlord, and the amount of any item so paid by the Tenant for or on behalf of the Landlord, together with any interest or penalty required to be paid in connection therewith, shall be credited against rent next due. In the event the Tenant pays any mortgage debt in full, in accordance with this Paragraph 21, it shall, at its election, be entitled to the mortgage security by assignment or subrogation.

22. Mechanic's Liens. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Lease Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this instrument. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Leased Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the rights, titles and interest of the Landlord in the Leased Premises, or under the terms of this Lease. If a notice of Mechanic's Lien be filed against the Leased Premises or Landlord's interest therein for any of the above, Tenant shall cause such lien to be discharged within twenty (20) days after filing of such notice; and upon failure of Tenant so to discharge the lien after fifteen (15) days' notice by Landlord, whichever expiration date be earlier, Landlord may at its option pay the amount of such lien and have same discharged. In such event any amount paid and expense incurred by Landlord, including a reasonable amount for attorneys fees, shall be paid by Tenant to Landlord and recoverable as additional rent.

23. Construction of New Building by Landlord:

(A) The Landlord shall at its own cost and expense construct the New Building to be located on the Premises, which New Building shall be on such part of the Premises and constructed as set forth and in accordance with the detailed plans and specifications approved by Landlord and Tenant contemporaneous herewith as evidenced by Landlord and Tenant's initials thereon.

(B) The Landlord will construct and erect the building in compliance with all applicable Federal, State and municipal laws and the rules and regulations of the departments and bureaus having jurisdiction thereof. The Landlord will furnish the Tenant with a Certificate of Occupancy issued by the appropriate municipal department having jurisdiction over the New Building.

(C) The Landlord shall remove or cause its builder to remove substantially all tools, scaffolding, unused or discarded building materials, waste, debris and rubbish of any sort in the Leased Premises prior to the effective date of this Lease.

(D) Possession of the New Building shall be delivered completed in accordance with the detailed plans and specifications.

(E) Notwithstanding anything herein to the contrary, Tenant shall not be liable or responsible for any expense, charge, cost or tax of any kind in respect of that part of the Premises described in EXHIBIT "A-2" and the New Building until the effective date, at which time Tenant's liabilities and obligations with respect to the New Building shall commence, and equitable and appropriate prorrations with respect to any such expense, charge, cost or tax of any kind shall be made by the Landlord and the Tenant.

(F) The Landlord covenants, represents and warrants that the New Building and all existing buildings and other improvements on the Leased Premises shall comply with all applicable governmental laws, ordinances, regulations and other requirements governing construction of the same. The Landlord further covenants, represents and warrants that the New Building, the existing buildings and other improvements therein and thereon are and will be, on the effective date of this Lease, zoned for the manufacturing, receiving, shipping, storing and selling of lamps, lighting fixtures and related items. Landlord further covenants, represents and warrants that the construction of the New Building will not require Tenant to incur additional expenses or cost in order that Tenant comply with existing applicable governmental laws, ordinances and regulations with respect to the existing buildings on the Leased Premises, and that the construction of said New Building will not affect the Certificate of Occupancy or other existing permits and authorities under which Tenant now occupies the existing and surrounding property contained within the Leased Premises.

24. Notices: Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by the Landlord to the Tenant or with reference to the sending, mailing or delivery of any notice or the making of any payment by the Tenant to the Landlord shall be deemed to be complied with when and if the following steps are taken:

(A) All rent and other payments required to be made by the Tenant to the Landlord hereunder shall be payable to the Landlord at the address hereinbelow set forth or at such other address as the Landlord may specify from time to time by written notice delivered in accordance herewith.

(B) All payments required to be made by Landlord to Tenant hereunder shall be payable to Tenant at the address hereinbelow set forth, or at such other address within the continental United States as Tenant may specify from time to time by written notice delivered in accordance herewith.

(C) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LANDLORD:

GERINGER REALTY CORP.
c/o Adolph Axelrad, Esq.
475 Fifth Avenue
New York City, New York 10017

TENANT:

LIGHTRON CORPORATION
c/o Harvey R. Blau, Esq.
410 Jericho Turnpike
Jericho, New York 11753

If and when included within the term "Landlord" as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord; if and when included within the term "Tenant" as used in this instrument, there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

25. Miscellaneous.

(A) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(B) The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

(C) The captions are inserted in this Lease for convenience only and in no way define, limit, or describe the scope or intent of this Lease, or any provision hereof, nor in any way affect the interpretation of this Lease.

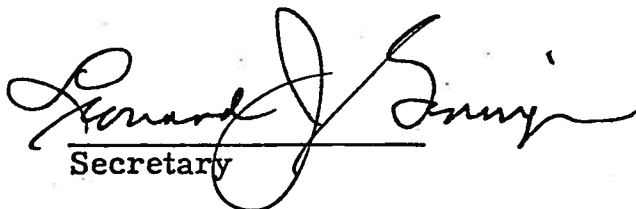
(D) Tenant agrees, within ten (10) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this Lease is in full force and effect, the date to which the rent has been paid, the unexpired term of this Lease and such other matters pertaining to this Lease as may be reasonably requested by Landlord.

(E) Landlord has made no representations or promises in respect to said buildings or to the Leased Premises except those contained herein, and those, if any contained in some written communication to Tenant, signed by Landlord. This instrument may not be changed, modified, discharged or terminated orally.

(F) Upon execution and delivery of this Lease, the parties hereto agree to cancel the lease dated July 26, 1968 between Geringer Realty Corp., Instrument Systems Corporation and Gercorp, Inc., and all amendments and modifications thereto, which lease has heretofore been assigned by Instrument Systems Corporation and Gercorp, Inc. to Tenant. Upon execution and delivery of this Lease, all liabilities and obligations of Instrument Systems Corporation, Gercorp, Inc., Lightron Corporation and Geringer Realty Corp. under said lease of July 26, 1968, shall be null and void, except that Lightron Corporation shall perform all such covenants and be liable for all rent, additional rent and expenses required to be paid and performed by the lessee under said lease of July 26, 1968 for periods prior to February 1, 1973.

EXECUTED the 1st day of February, 1973.

ATTEST:



Secretary

LANDLORD:

GERINGER REALTY CORP.

By 
Title

ATTEST:


Secretary

TENANT:

LIGHTRON CORPORATION

By 
Title pres.

EXHIBIT "A-1"

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Cortlandt, County of Westchester and State of New York and bounded and described as follows:

BEGINNING at a point where the division line of land now or formerly of Brown on the West and land herein described on the East intersects the Northerly side of Furnace Dock Road;

running thence from said point of beginning along land now or formerly of Brown the following courses and distances:-

North 27° 56' 10" West 189.03 feet; and

North 27° 13' West, 395.99 feet to land now or formerly of Henrietta B. Geringer;

thence along land now or formerly of Henrietta B. Geringer the following courses and distances:-

North 73° 57' 10" East 902.31 feet;

South 16° 02' 50" East 618.57 feet to the Northerly side of Furnace Dock Road;

thence along the northerly side of Furnace Dock Road the following courses and distances:-

South 75° 10' West 261.44 feet;

South 76° 53' West 131.30 feet;

South 78° 33' West 184.17 feet and

South 78° 51' 50" West 211.36 feet to land now or formerly of Brown and the point or place of Beginning.

SUBJECT to an easement of Right of Way as set forth in Liber 6372 Cp. 262.

TOGETHER with and subject to water main agreement set forth in Liber 6372 Cp. 219.

EXHIBIT "A-2"

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Cortlandt, County of Westchester and State of New York, and bounded and described as follows:

BEGINNING at a point in the Division Line between land of Brown, now or formerly, on the West and land of Henrietta B. Geringer on the East, said point of beginning being the following courses and distances as measured along the division line between land of Brown, now or formerly, on the West and lands of Geringer Realty Corp. on the East, from the northerly side of Furnace Dock Road:

North 27° 56' 10" West, 189.03 feet;

North 27° 13' West, 395.99 feet; to said point of Beginning;

thence from said point of beginning North 73° 57' 10" East, 902.31 feet along the division line between land of Henrietta B. Geringer on the North and land of Geringer Realty Corp. on the South, to a point;

thence South 16° 02' 50" East, 618.57 feet along land of Henrietta B. Geringer on the East and lands of Geringer Realty Corp. on the West to the Northerly side of Furnace Dock Road;

thence along the northerly side of Furnace Dock Road North 75° 10' East, 32.86 feet and North 74° 48' East, 267.18 feet,

thence through lands of Henrietta B. Geringer the following courses and distances:

North 16° 02' 50" West, 823.22 feet and South 73° 57' 10" West, 1241.80 feet to lands of Brown, now or formerly;

thence along lands of Brown, now or formerly, South 27° 13' East, 203.86 feet, to the point and place of Beginning.

SUBJECT to an easement or Right of Way as set forth in Liber 7083 Cp. 662.

GUARANTY

In consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment and performance by LIGHTRON CORPORATION, its successors or assigns, of all of the rent, covenants and agreements contained in the lease agreement dated February 1, 1973 hereto annexed between GERINGER REALTY CORP., and LIGHTRON CORPORATION, to be paid and performed by LIGHTRON CORPORATION thereunder. Notice of all defaults is waived, and consent is hereby given to all extensions of time that any Landlord may grant. Failure of GERINGER REALTY CORP., its successors and assigns, as Landlord, to exercise any rights or remedies by suit or otherwise against LIGHTRON CORPORATION, or its successors or assigns, shall in no way impair the obligation of the undersigned Guarantor under this Guaranty and the liability thereunder is and shall be continuing and direct.

Dated: February 5, 1973.

INSTRUMENT SYSTEMS CORPORATION

Attest:

By

Title

311 Saville
Exec. Vice-Pres.

[Signature]
Secretary

(Corporate Seal)

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On the 5th day of February, 1973, before me personally came Bernard R. Garnett to me know, who being by me duly sworn, did depose and say that he resides in 6 Hummingbird Dr. - Bklyn. N.Y. that he is the Exec. Vice-Pres. of INSTRUMENT SYSTEMS CORPORATION, the corporation described in and who executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

[Signature]
Notary Public

RUTH L. CHRISTOPHER LUDWICK
NOTARY PUBLIC, State of New York
No. 03-5692759
Qualified in Bronx County
Certified in Nassau County
Commission Expires March 30, 1974

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF Westchester) ss.:

On the 14th day of February, 1973, before me personally came Seymour Geringer to me know, who being by me duly sworn, did depose and say that he resides in 151 Cheppaque Rd. Briarcliff Manor that he is the President of GERINGER REALTY CORP., the corporation described in and who executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

Edward J. Freeman
Notary Public

EDWARD J. FREEMAN
Notary Public, State of New York
No. 60-1311800
Appointed for Westchester County
Commission expires March 30, 1973

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On the 5th day of February, 1973, before me personally came MARTIN GINOFF to me know, who being by me duly sworn, did depose and say that he resides in 11 Stully Dr. Massapequa Park, N.Y. that he is the President of LIGHTRON CORPORATION, the corporation described in and who executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors, and that he signed his name thereto by like order.

Ruth L. Christopher Ludvick
Notary Public

RUTH L. CHRISTOPHER LUDVICK
NOTARY PUBLIC, State of New York
No. 03-5632750
Qualified in Bronx County
Certified in Nassau County
Commission Expires March 30, 1974